



CCNSW Webinar

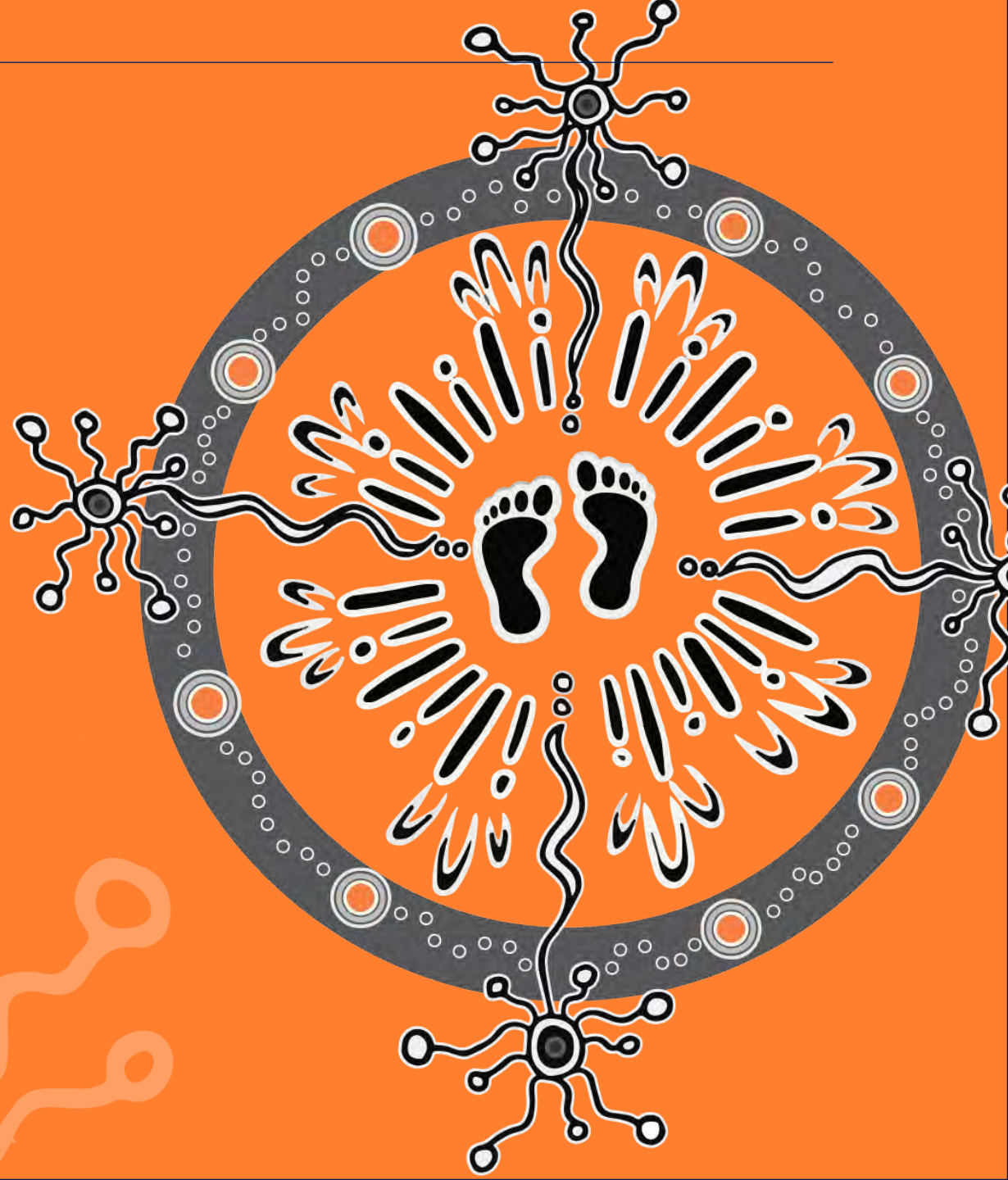
Pricing transparency

12 June 2024

Acknowledgement of Country

We acknowledge that today we meet on many Aboriginal lands.

We acknowledge the traditional custodians of the lands and we show our respect for elders past, present and emerging through thoughtful and collaborative approaches to our work.



Agenda

1. Updates since last weeks webinar
2. Pricing transparency
3. Opportunity for further questions on interment rights
4. Next steps





1. Updates since the last webinar

Reminder of recent announcements

Commencement of levy confirmed

- Levy to commence on 1 July 2024 for those who provided more than 50 interment services in 2022/23
- Levy to commence on 1 July 2025 for those who provided less than 50 interment services in 2022/23
- Hardship policy to be developed prior to July 2025

Sent out

- Letters to operators confirming levy start date and payment frequency
- Slides from last week/ recording of last week's webinar – posted yesterday in meeting chat

Coming this week : Levy pamphlet, ATO advice regarding levy

- Pamphlet first in English, then in other languages

Coming soon:

- Industry Roadshow report with FAQs on Interment Industry Scheme checklists
- Checklist for operators to educate funeral directors
- Updated Guide to using the model contract, for operators and for funeral director education
- New contract versions for Renewable Interment and Cremation Only
- Plain English explanation of the Regulation amendments (levy)

Delayed commencement of remaining 3 licence conditions to 1 October 2024

- To give operators more time to understand and comply with these conditions, the date has been extended for Consumer Contracts, Pricing Transparency and Maintenance.
- We encourage operators to maintain their momentum and introduce new requirements as soon as possible.
- Other minor amendments to licence conditions will be made, to clarify certain requirements – there will not be any significant changes to requirements.
- Updated licence conditions will be sent to licenced operators shortly and published on the website.

How the GST applies to the interment services levy

| Situation | Does GST apply? |
|--|---|
| When CCNSW charges cemetery and crematoria operators the levy, and operators pay that levy to CCNSW (annually or quarterly). | GST does not apply. |
| If operators increase their prices in response to the levy (ie pass it on to customers). | GST does apply. |
| If a funeral director acts as authorised agent for an operator who has increased their prices. | When a funeral director acts as agent and collects payment from the customer, they are doing this as part of the operator contract. They will collect the GST included in the operator's prices (see above) and send that total amount on to the operator. In this case funeral directors are not independently liable for GST. |

Key themes from questions asked last week



| Theme discussed | CCNSW response |
|---|---|
| <p>More questions about interment rights, and when they need to be transferred.</p> | <p>Specific questions will be answered in FAQs from 29 May and 5 June webinars.</p> <p>More detail on this topic will be in the CCNSW fact sheet on the transfer of interment rights, which is currently being updated.</p> |
| <p>How does the price breakdown requirement align with council's published fees and charges?</p> | <p>The price breakdowns require a more detailed level of breakdown than the actual fees and charges (charged to the customer) published by councils.</p> <p>For example, the interment right may be \$1000 and that is what a customer would pay. The price breakdown breaks this \$1000 into four elements (Administration, Land Value, Site Development and Maintenance) and an operator can choose how they break down the \$1000 against these elements. This is a theoretical breakdown and does not impact what the customer is paying. Note: If land value or site development etc is unknown, or you do not want to quantify it, this can be marked as n/a.</p> |
| <p>Can councils break down their fees and charges further than the published amounts, as required by CCNSW?</p> | <p>We have checked with the Office of Local Government and they advise there is no regulatory/legislative impediment (that they are aware of) to breaking down the published fees and charges in the way required by CCNSW under the pricing transparency licence conditions.</p> <p>If there is a specific section or regulation that you believe does prohibit this breakdown, please let us know and we can go back to the Office of Local Government to check again.</p> |

2. Pricing transparency



What is pricing transparency and why it is important?



Pricing transparency

vs



Price regulation / price setting

Current approach of licence conditions

- Clear pricing
- Consistent terminology
- Consistent breakdown and format
- Allows customers to understand and more easily compare prices

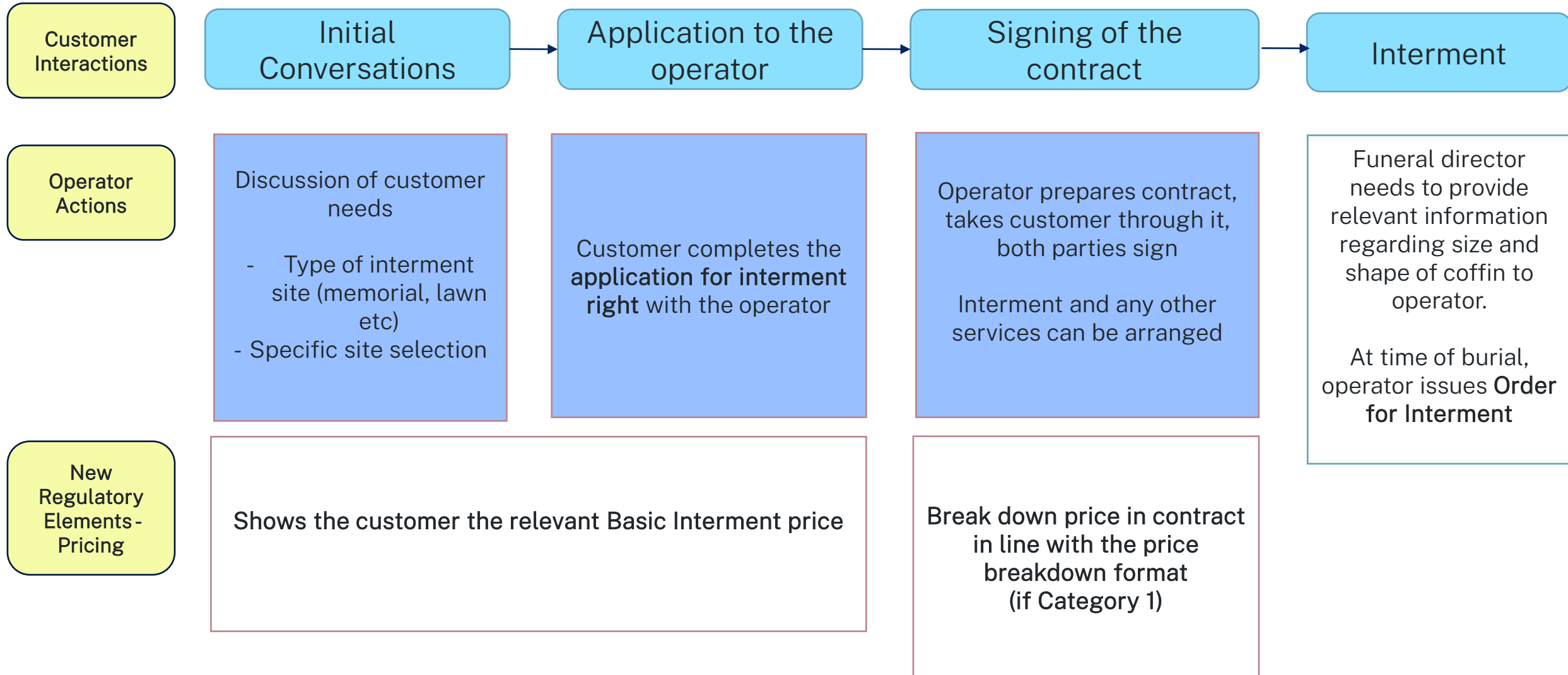
Fixing a regulated price

- Recommended by IPART review
- May be considered in the future if transparency does not drive affordability

Overview of the pricing conditions

| Condition | Applies to? | What do I need to do? | How often? | Practical implication |
|-----------|------------------|--|------------|---|
| C1 | Category 1 and 2 | <p>Prepare a breakdown of your basic products –your least expensive - Basic Adult Burial, Basic Ash Interment and/or Basic Cremation</p> <p>Make these available on your website and/or in your office</p> | Ongoing | Supports customer understanding of the key price components, consistent and comparable terminology. |
| C2 | Category 1 and 2 | Publish prices for all available interment services on your website (or in your office if you don't have a website) | Ongoing | Full transparency about the range of products and prices available. |
| C3 | Category 1 and 2 | <p>Show customers the relevant basic product before entering into a contract</p> <p><i>(Aligns with A.1 requirement to do this)</i></p> | Ongoing | Makes sure customers understand what they are buying and why it may cost more |

Reminder of the contract process (at-need example)



Understanding the price breakdown formats (C.1)

Basic Adult Burial

Basic Ash Interment

Basic Cremation

KEY ELEMENTS

Mandatory:

- Right to inter bodily remains
- Burial or placement of bodily remains

If applicable:

- Memorial
- Religious, cultural or spiritual requirement
- Additional fees or services
- Discounts

Mandatory:

- Right to inter ashes
- Placement of ashes

If applicable:

- Cremation
- Memorial
- Religious, cultural or spiritual requirement
- Additional fees or services
- Discounts

Mandatory:

- Collection and storage
- Administration
- Cremation

If applicable:

- Religious, cultural or spiritual requirement
- Additional fees or services
- Discounts

Basic Adult Burial

Approved price breakdown format

Subsection 1 – Right to inter

| Price Breakdown Element | Description of this Element | Operator Specific Information (if relevant) | Price (GST applicable element, includes GST) | Price (GST not applicable, excludes GST) |
|--|---|---|--|--|
| Right to inter (bury) bodily remains in a particular location in a cemetery | | | | |
| Administration – Interment right | Preparation of key documentation and associated activities to issue an interment right (the right to be buried in a particular location) including: - Consumer Contract - Interment Right Certificate | | | |
| Land value | Relevant proportion of <u>the cost</u> of purchasing land for the cemetery | | | |
| Site development | Relevant proportion of the cost of developing land for the cemetery, or the specific area of the cemetery (<i>Applies to new cemetery development only</i>). | | | |
| Maintenance | Share of cost of activities required to maintain the site and the cemetery. Operator to specify whether perpetual maintenance (future) is included. | | | |
| Sub-Total | | | | |

Basic Adult Burial

Approved price
breakdown format

Subsection 2- Burial or placement

| Burial or placement of bodily remains in grave or built structure | | | | |
|---|---|--|--|--|
| Burial, or Placement | Burial of bodily remains in the ground, including excavation (digging a grave to the appropriate size and depth) and landscaping the site after burial, or Placement of bodily remains elsewhere than in the ground (e.g. crypt, mausoleum). | | | |
| Administration - Burial | Administrative costs associated with the burial for example issuing the Order for Interment (required to confirm all details correct before burial occurs) | | | |
| Sub-Total | | | | |

Things to include if applicable

This means if your basic product **INCLUDES** these things

In most cases these would be n/a.

| Memorial (if applicable) | | | | |
|---|--|--|--|--|
| Plaque, monument, headstone, garden or <u>other</u> item installed on a site to commemorate or identify | Engraving and/or placement of a memorial | | | |
| Religious, Cultural or Spiritual (if applicable) | | | | |
| Religious, <u>cultural</u> or spiritual requirements | Details of religious, <u>cultural</u> or spiritual requirements included and an explanation of the components of the price. For <u>example</u> interment within 24 hours requiring staff overtime, backfill by hand requiring additional <u>labour</u> . | | | |

Additional fees or discounts if applicable

Interment services levy is an example of an additional fee

Fees which won't apply in all cases should be mentioned (in Operator Specific Information) but not included as a dollar amount.

| Additional fees, services or products (if applicable) | | | |
|--|---|--------------------------------|------------------------------------|
| Items or components that are not included in the above sections e.g. flowers, chapel <u>hire</u> , <u>catering</u> | Each component should be clearly <u>itemised</u> and details provided. Includes any additional fees for example if an 'Out of Area' fee is applied by council operators to customers residing outside of the council area. | | |
| Discounts (if applicable) | | | |
| Discounts | For <u>example</u> if a discount is offered to local ratepayers by council operators. | | |
| | | GST applicable subtotal | GST not applicable subtotal |
| Total price for Basic Adult Burial (including GST where it is applicable) | | | |

| Price Breakdown Element | Description of this Element | Operator Specific Information (if relevant) | Price (GST applicable element, includes GST) | Price (GST not applicable, excludes GST) |
|--|---|---|--|--|
| Right to inter (place) ashes in a particular location in a cemetery | | | | |
| Administration – Interment right | Preparation of key documentation and associated activities to issue an interment right (the right to place (inter) ashes in a particular location) including: - Consumer Contract - Interment Right Certificate | | | |
| Land value | Relevant proportion of the cost of purchasing land for the cemetery | | | |
| Site development | Relevant proportion of the cost of developing land for the cemetery, or the specific area of the cemetery (<i>Applies to new cemetery development only</i>). | | | |
| Maintenance | Share of cost of activities required to maintain the site and the cemetery. Operator to specify whether perpetual maintenance (future) is included. | | | |
| Sub-Total | | | | |

Basic Ash Interment

Approved price breakdown format

The same as Basic Adult Burial but referring to cremated remains rather than bodily remains.

Basic Cremation

Approved price breakdown format

| Price Breakdown Element | Description of this Element | Operator Specific Information (if relevant) | Price (GST applicable element, includes GST) | Price (GST not applicable, excludes GST) |
|---------------------------------------|--|--|--|--|
| Collection and storage | | | | |
| Collection and transportation | Collection and transportation of the deceased to the crematorium, if provided by the operator. | | | |
| Storage | Storage of the deceased in mortuary or holding room | | | |
| Sub-Total | | | | |
| Administration | | | | |
| Administrative costs of the cremation | Administrative processes required before a cremation such as validation of the death certificate and other legal requirements. | | | |

Basic Cremation

Approved price breakdown format

| Cremation | | | | |
|--|--|--|--|--|
| Preparation | General activities required to prepare for a cremation | | | |
| Cremation | Costs of cremation, including the costs of gas or other fuel Any costs required to prepare the ashes for collection | | | |
| Urn or vessel to contain ashes | Any vessel provided to store and return ashes | | | |
| Sub-Total | | | | |
| Religious, Cultural or Spiritual (if applicable) | | | | |
| Religious, cultural or spiritual requirements | Details of religious, cultural or spiritual requirements included and an explanation of the components of the price. For example, witness insertion costs. | | | |

Basic Cremation

Approved price breakdown format

| Additional fees, services or products (if applicable) | | | | |
|--|---|--|--------------------------------|------------------------------------|
| Items or components that are not included in the above sections <u>e.g.</u> flowers, chapel hire, catering | Each component should be clearly <u>itemised</u> , and details provided. Includes any additional fees for example if an 'Out of Area' fee is applied by council operators to customers residing outside of the council area. | | | |
| Discounts (if applicable) | | | | |
| Discounts | For <u>example</u> if a discount is offered to local ratepayers by council operators. | | | |
| | | | GST applicable subtotal | GST not applicable subtotal |
| | | | | |
| Total price for Basic Cremation (including GST where it is applicable) | | | | |

Intersection with Funeral Information Standard

| Disbursements | | |
|---|--|--------------------|
| <i>Note: these are 3rd party charges. Below are our reasonable estimates, which are subject to change. There may also be other disbursements that are not captured below.</i> | | |
| Death certificate | Approximately \$X | |
| Cremation certificate | Approximately \$X (at local cemetery in XYZ Town 2XXX) | N/A |
| Fees charged by a cemetery | N/A | Local cemetery \$X |
| Crematorium fees | \$X | N/A |
| Viewing of body outside of business hours | \$X per hour | |
| Newspaper notice | \$X | |
| Family limousine | \$X | |
| Flowers | \$X | |
| Funeral Packages | | |
| <u>LEAST EXPENSIVE PACKAGE</u> | \$X | |
| Cremation - no funeral service – no attendance This package includes the use of a cremation capsule and does not include a funeral service. Package covers transport from the location of death (within 30km) and care and preparation of the body prior to cremation. | | |
| Standard funeral package – cremation This package includes cremation at our crematorium in a composite board coffin. Package covers transport from the location of death (within 30km), care and preparation of the body prior to cremation and a 1 hour funeral service. | \$X | |
| Standard funeral package - burial This package includes burial at a local cemetery in an A1 timber veneer coffin and a 1 hour funeral service. Package covers transport from the location of death (within 30km) and care and preparation of the body prior to burial. | \$X | |
| Deluxe funeral package - burial This package includes burial at a local cemetery in an A2 mahogany coffin and a 1.5 hour funeral service. Package covers transport from the location of death in a luxury car (within 30km) and care and preparation of the body prior to burial. | \$X | |

Application of GST to your prices



- The price breakdown templates allow you to display each element of your price as either including or excluding GST.
- This recognises that GST may apply to certain aspects and not others.
- Operators are responsible for seeking their own advice on the application of GST to their products and services.

Status of ATO Determination

CCNSW is liaising with the ATO about the draft determination in relation to interment rights (GSTD 2021/D2, published on 26 May 2024).

The draft ruling stated that a burial right for a public cemetery was not subject to GST. We know this does not align with all current practice across NSW.

They are preparing to consult further with industry in mid 2024

Where to find more information

On our [Interment Industry Scheme page](#), open the Licence Conditions C accordion to find all the guidance and support materials relating to pricing.

Licence Conditions C - Pricing transparency

- [Licence conditions C - pricing transparency \(PDF, 232 KB\)](#)
- [Guide to Licence conditions C: Pricing Transparency \(PDF, 3.13 MB\)](#)
- [Operator Price Breakdown Template - Basic Adult Burial \(DOCX, 83 KB\)](#)
- [Operator Price Breakdown Template - Basic Ash Interment \(DOCX 84 KB\)](#)
- [Operator Price Breakdown Template - Basic Cremation \(DOCX, 82 KB\)](#)
- [Licence conditions C - cost breakdown tool \(XLSX, 126 KB\)](#)

These are the mandatory price formats.

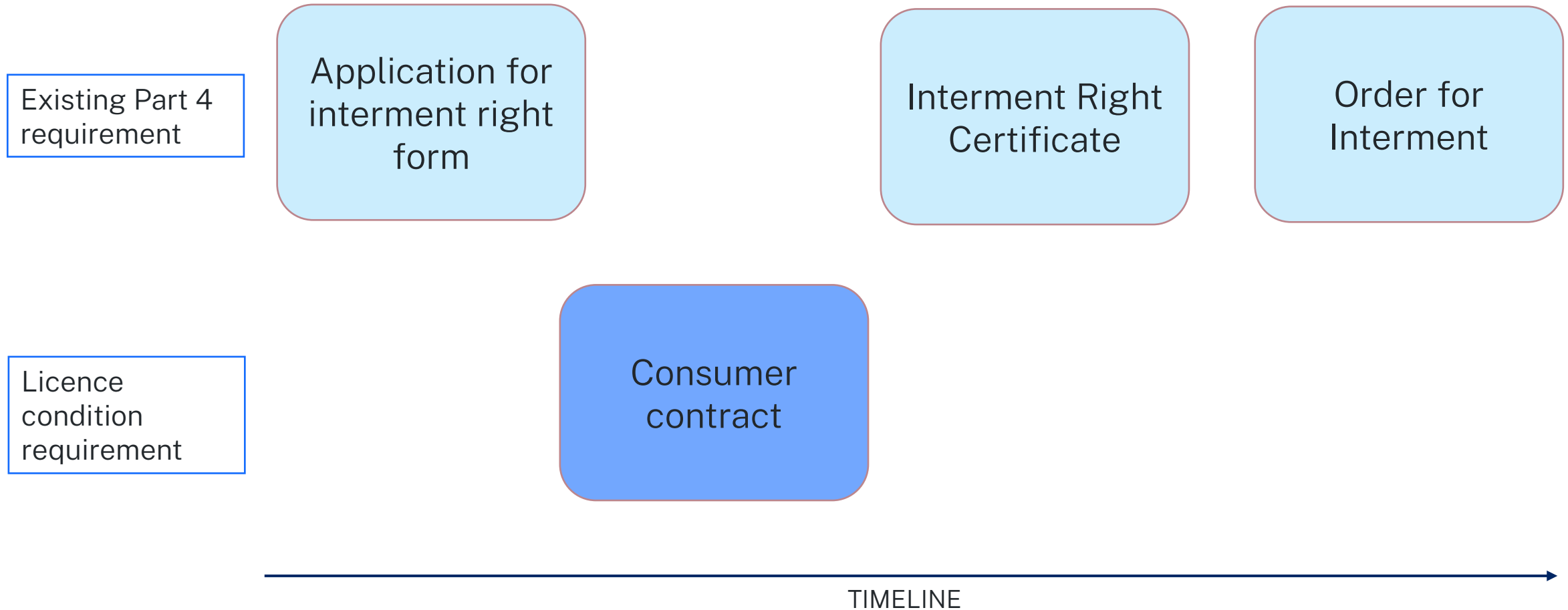


Any
questions?

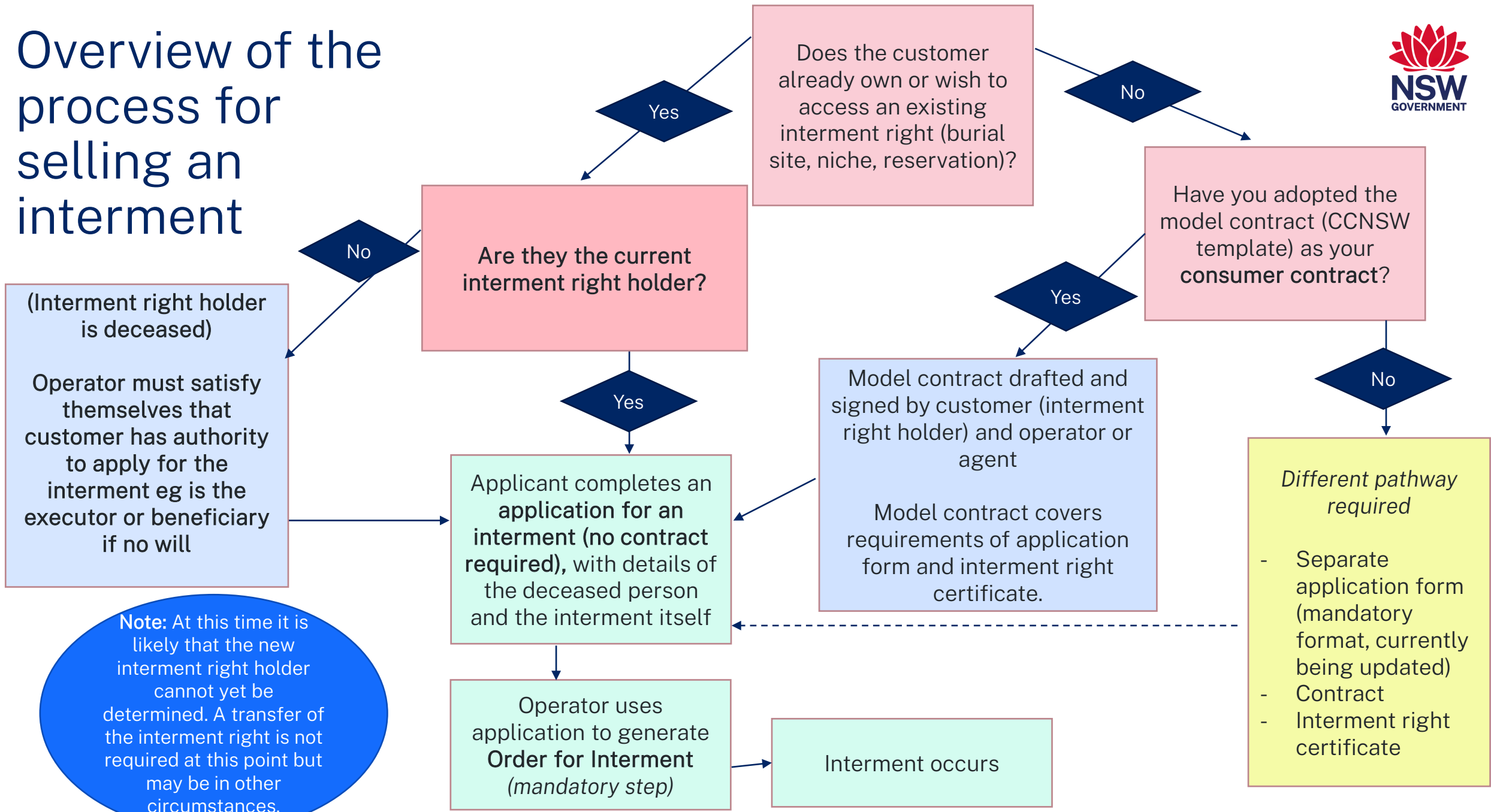


3. Recap – model contract and interment rights

The consumer contract builds on the existing Part 4 requirements



Overview of the process for selling an interment



Note: At this time it is likely that the new interment right holder cannot yet be determined. A transfer of the interment right is not required at this point but may be in other circumstances.

Where to find more information

On our [Interment Industry Scheme page](#), open the Licence Conditions A accordion to find all the guidance and support materials relating to pricing.

Licence Conditions A - Consumer contracts



- [Fact sheet – Licence conditions A – Consumer contracts \(PDF, 1,050 KB\)](#)
- [Guide to Licence conditions A: Consumer contracts \(PDF, 547 KB\)](#)
- [Model contract for sale of a perpetual interment right \(DOCX, 495 KB\)](#)



Any
questions?



4. Next steps

Next steps – for operators

- Updating the materials on the Interment Industry Scheme webpage to reflect new commencement dates and additional information clarified at roadshows and webinars
- Continue engagement on the model contract, collating and sharing common questions and answers on how it can be used
- Finalise funeral director engagement materials to support operators engaging with their funeral directors about the new requirements
- Clarify the pathways for selling an interment
 - If the model contract is used: streamlined
 - If the model contract is not used : multiple forms
- Update the Part 4 (interment rights) guidance and forms and create a simpler website view



Any
questions?



Additional slides if needed –
interment rights and model contract

The holder can transfer their right



1. To the cemetery operator

This may be because they don't want to use the right/site anymore, or they no longer want responsibility for a site which contains historical remains.

You are not obliged to accept the transfer of an interment right to you, and can determine any appropriate payment or refund.

2. To another person(s)

The current holder can apply to you to transfer a right to another person(s) – this must be done in the form approved by CCNSW (currently being updated) and accompanied by the fee.

You could refuse a transfer request if you think it would create a monopoly or encourage dealing in interment rights.

If the holder dies there are several options



- If the deceased person was a **joint right holder**, the remaining joint right holder(s) is automatically entitled to the interment right.
- If the deceased person was a **sole right holder**:
 - If the right holder bequeathed the right by will, the right will transfer to the person(s) to whom it was bequeathed
 - If the right was not bequeathed by will, or the person died without having made a will, the right will be dealt with according to the rules of intestacy (see below), and
 - In either case, the beneficiary does not become the interment right holder until the cemetery operator's register is updated to indicate this.

If the holder is deceased who can authorise interment?

When there is a request to inter somebody into an existing interment right, and the recorded interment right holder is deceased, a decision needs to be made about who is able to authorise the interment.

As operators you need a process to satisfy yourself of this, and are likely to already be doing this.

Key questions to ask (which we have heard from other operators) could include:

- Are you an executor of the deceased's estate, or do you believe you are?
- Are you the nearest surviving relative of the deceased/person to be interred?
- If there are other relatives/executors, have they given you permission to inter the deceased in this grave?
- If neither of the above apply, why are you making this application?

Some operators ask the customer (the person requesting the interment) to complete a statutory declaration asking these types of questions.

Examples of when the right needs to be transferred

- When the family wish to erect a monument or memorial
- When there is a specific bequest through a Will regarding a remaining right to inter into the site or to erect a memorial or monument (if requested)
- When an estate is settled via administration and an interment right is identified as an asset to be distributed to the successors (if requested)
- When a memorial or monument (not the responsibility of the cemetery operator) is identified by the cemetery operator as requiring repair or maintenance and reaches out to identify possible transferees
- When family members undertaking family history research and have identified an unmarked or dilapidated interment site, seek permission to erect a memorial or monument or to arrange for maintenance or repairs or wish to take responsibility for an intact interment site/memorial/monument.
- During a family dispute where determination of who has control over an interment right or interment site is being sought
- When the living interment right holder decides they no longer wish to retain the interment right and either wishes to transfer it to another family member or person, sells it privately or transfers the right back to the cemetery operator.

Key themes from questions asked last week (from 29 May)

| Theme discussed | CCNSW response |
|--|--|
| <p>How the contract works in relation to the first interment, and any subsequent interments</p> | <p>The consumer contract and pricing transparency licence conditions relate to the initial sale of an interment right. This is because this is a complex purchase, with multiple price components and concepts to understand such as the roles and responsibilities of the interment right holder.</p> <p>Any subsequent interments into an existing interment right do not require a contract and can use the following process:</p> <ul style="list-style-type: none">• Nomination of the person to be interred by a person authorised to do so—our understanding is that this is done through an application for interment/application for burial form or equivalent• Payment of a burial fee, and any associated admin fees |
| <p>How to identify the interment right holder, and when and how that right needs to be transferred</p> | <p>Slides on this topic on the agenda for today. Flow chart of the interment process has also been updated. There are two separate but related issues here :</p> <ol style="list-style-type: none">1) How does the operator know who is authorised to apply for an interment into an existing interment right?2) When and how does an interment right need to be transferred? <p>These things will also be clarified in our updated fact sheet on the transfer of interment rights, coming soon.</p> |

Structure of the model contract

| | |
|---|--|
| Agreement statement | Summary of all the contract elements |
| Part A: Perpetual interment right | Details in relation to the interment right : where it is, burial or ash, who is buying it (the Interment Right Holder), who will be interred (the Person to be Interred) |
| Part B: Services | Information on the interment and related services to be provided by the operator, such as the interment costs, any monument or memorial, etc. |
| Part C : General details | Price, payment terms, contractual details |
| Declarations and signatures | |
| Annexure A : Terms and Conditions (Mandatory) | Key terms and conditions relating to the sale of the interment right, and other ongoing rights and responsibilities |
| Annexure B: Price breakdown (Mandatory to include, operator can choose the format) | Details of the price as per the required format |
| Annexure C : Details of related services | Specific details of any other services to be provided |

The 'customer'


The interment right holder is the person purchasing the interment right – previously referred to as the 'applicant'.

This could be the interment right holder, if pre-need, but preferably is another person that they nominate.

4. The interment right holder **[duplicate the table if there is more than 1 holder (joint holders)]**




| | |
|--------------------------------------|---|
| Full name | <Insert given name, middle name(s) and surname> |
| Home address | <Insert residential address including suburb, state and postcode> |
| Postal address (if different) | <Insert postal address including suburb, state and postcode> |
| Phone | <Insert contact phone number> |
| Email | <insert address> |

 See Definitions for: interment right holder

5. The person(s) to be interred **[duplicate the table if there is more than 1]**

| | |
|--------------------------------------|---|
| Full name | <insert given name, middle name(s), surname> |
| Date of birth | <insert date of birth> |
| Date of death | <insert date of death if the person is to be interred now> |
| Home address | <insert residential address including suburb, state and postcode> |
| Postal address (if different) | <insert postal address including suburb, state and postcode> |
| Phone | <insert contact phone number> |
| Email | <insert address> |

 See Definitions for: person(s) to be interred

Clear recording of religious and cultural requirements

9. Religious and cultural requirements

This section reflects those requirements that you have requested, and we have agreed to provide.

[If no requirements write 'None']

10. Aboriginal cultural or spiritual requirements

This section reflects those requirements that you have requested, and we have agreed to provide.

[If no requirements write 'None']

Responsibility for maintenance

In the
contract

12. Maintenance responsibilities

[This indicates default responsibilities – operator can amend this if alternative maintenance arrangements part of contract]

You are responsible for the costs and activity of maintaining any memorial or monument erected on your interment site.

We are responsible for maintaining the premises, including any part of your interment site that does not contain a memorial or monument.

In the terms
and
conditions

- (f) We must maintain the premises regularly, at least to the minimum standard the law requires us to meet. This includes your interment site, with the exception of any memorial or monument built on your site. We may reduce the maintenance level in the future where we are no longer offering future interments at the premises.
- (g) You are responsible for the costs or activity needed to install or maintain a memorial or monument unless otherwise specified in the contract.
- (h) If the contract states we are responsible for maintaining the memorial or monument, we will take all reasonable steps to make sure that the maintenance:
 - is in line with agreed standards
 - respects any religious, spiritual or cultural requirements in the contract.

The operator or agent declaration



Operator declaration and signature [option 1 – use for representative, delete option 2]

Our representative (eg our employee) confirms the following:

- (a) Before offering, negotiating, or making this agreement, we gave you information about our least expensive packages (such as basic adult burial, basic ash interment, and basic cremation), our Price breakdown (Annexure B) and the goods and services included in the price.
- (b) We explained the terms and conditions of this contract to you.
- (c) We gave you reasonable time and privacy to read these materials and ask questions about them and about the terms of this agreement.

Operator declaration and signature [option 2 – use for authorised agent, delete option 1]

Our authorised agent confirms the following:

- (a) Before offering, negotiating, or making this agreement, we gave you information about our least expensive packages (such as basic adult burial, basic ash interment, and basic cremation), our Price breakdown (Annexure B) and the goods and services included in the price.
- (b) We explained the terms and conditions of this contract to you.
- (c) We gave you reasonable time and privacy to read these materials and ask questions about them and about the terms of this agreement.
- (d) They are authorised by us to act for us, and they are doing so with our authority.

The interment right holder declaration

Interment right holder declaration and signature [duplicate section if there is more than 1 interment right holder (joint)]

You confirm and declare that:

- (a) The operator, our representative or our authorised agent has explained the terms and conditions of this contract to you.
- (b) Before offering, negotiating, or making this agreement, we gave you information about the operator's least expensive packages (such as basic adult burial, basic ash interment, and basic cremation), our Price breakdown (Annexure B) and the goods services included in the price.
- (c) You have had reasonable time and privacy to read these materials and ask questions about them or about the terms of this agreement.
- (d) All information you have given the operator, in this contract or other documents, is true and correct.

Key terms and conditions (Annexure A)

Clause A.1 – Perpetual interment right

Explains what an interment right is, and what an interment right holder is.

A perpetual interment right gives the right to be interred permanently, but does not give any title or land right.

Clause A.2 – Memorials, maintenance and goods and services

Gives key information like the need for approval to erect a memorial/monument (if not in this contract), and that the interment right holder is responsible for erecting and maintaining any memorials.

Explains that materials considered hazardous on a grave could be removed by the operator.

Clause A.7 – Consumer protections, disputes and complaints

Tells a customer how to provide feedback, how disputes will be dealt with, and that they can come to CCNSW as the regulator if they are not satisfied.

End of agreement (Clause A.5) – clarification

An agreement (contract) can end when the parties have done all that the contract requires of them.

In this contract, **the agreement ends** when all of the goods and services specified and paid for have been provided. A.5(d) refers to this.

This **does not mean that the interment right ends** or is extinguished.

Some obligations can continue after the end of the contract, and the rights and duties listed at A.5(e) are all of the perpetual obligations relating to the sale of a perpetual interment right.

Price breakdown (Annexure B)

Overlap between Conditions A (contracts) and Conditions D (pricing).

Category 1 and 2 operators need to break down the prices in each contract ‘in accordance with the approved format for Licence Condition C.1, known as the price breakdown template.

This means you need to use the same sub-headings as the price breakdown templates. The sub-headings align with the Parts of the model contract.

Category 3 operators need to provide all relevant details regarding fees and charges being applied. This should include as much detail as possible.

| Model contract | Price breakdown sub-heading |
|--|---|
| Part A – Interment Right | Right to inter |
| Part B – Services - Interment Service | Burial or placement of bodily remains or ashes |
| Part B – Services - Related Services | All of the ‘if applicable’ sub-headings - Memorial - Religious, Cultural or Spiritual Requirements - Additional fees, services or products |

Category 3 contract – adapting the model

Category 3 not required to use certain sections of the model contract (and the related terms and conditions) – but using them is recommended to achieve the full benefits of the consumer contract

| Non-mandatory element | Benefit to including | Related terms and conditions |
|---|--|---|
| Section 12 – Maintenance responsibilities | Clarifies maintenance responsibilities for the premises vs the site – common source of complaints later on | A.4 (f) – (h) |
| Section 17 – End of agreement | Useful to clarify ways in which the agreement can end | A.5 |
| Certain terms and conditions | Good practice to include and/or may be required under other legislation | A.6 – Personal information A.7 – Consumer protections, disputes and complaints |